

BPA N00104-01-A-Q570
HiSoftware End-User License Agreement

Hiawatha Island Software Company Inc ("HISOFTWARE")

IMPORTANT-READ CAREFULLY- this HISOFTWARE End-User License Agreement ("EULA") is a legal AGREEMENT between you and Hiawatha Island Software Company INC for the HISOFTWARE software product listed above, which product includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("software product").

By installing, copying, or otherwise using the software product, you agree to be bound to the terms of the EULA. If you do not agree to the terms of the EULA, then DO NOT install or use the software product, you may, however, return it to your place of purchase for a full refund. This license takes precedence over any related standard shrinkwrap agreements.

SOFTWARE PRODUCT LICENSE

Upon your acceptance of the terms of this End User License agreement, HISOFTWARE grants you the right to use the software in the manner provided below. This software is owned by HISOFTWARE and is protected by copyright law and international copyright treaty. Except as provided herein, you may not transfer, rent, lease, lend, copy, modify, translate, sublicense, time-share or electronically transmit or receive the software, media or documentation. Transfer of license(s) and duplication of media is permitted within the Department of Defense. You acknowledge that the Software in source code remains a confidential trade secret of HISOFTWARE and therefore you agree not to modify the software or attempt to reverse engineer, decompile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. If you have purchased an upgrade product of the Software, it constitutes a single product with the HISOFTWARE software that you upgraded. You may use or transfer the upgrade version of the Software only in accordance with the License Agreement.

LIMITED WARRANTY.

HiSoftware warrants that for a period of one (1) year from the date of acquisition, the Software, if operated as directed, will substantially achieve the functionality described in the accompanying Documentation. HISOFTWARE does not warrant, however, that customer/purchaser's use of the Software will be uninterrupted or that the operation of the Software will be error-free. In addition, the Software has inherent limitations, and customer/purchaser must determine that the Software sufficiently meets his/her requirements.

HISOFTWARE also warrants that the Software shall be capable of performing its functions, as specified in documentation, both prior to and following January 1, 2000.

HISOFTWARE also warrants that the Software does not contain any virus, disabling device, "time-bomb", or remote control mechanism that might, or might be utilized to, impede the Software's operation, damage the end-user's environment, or compromise the integrity of any of the end-user's files.

HISOFTWARE makes no other warranties, statutory, express or implied, with respect to products or services supplied under this Agreement and disclaims all other warranties, including the warranties of merchantability, fitness for particular purpose and non-infringement.

HISOFTWARE warrants that the Software and any other materials provided by Vendor to the end-user under this agreement will not violate or in any way infringe upon any patent, copyright, trade secret, trademark, service mark, or trade name of any third-party, nor will their use by the end-user in the manner in which they were intended to be used, infringe upon any other patent, copyright, trade secret, trademark, service mark, or trade name of any third-party.

BPA N00104-01-A-Q570
HiSoftware End-User License Agreement

CUSTOMER REMEDIES AND LIMITATION ON HISOFTWARE'S LIABILITY-

Customer's exclusive and sole remedy for any breach of this warranty shall be, in HISOFTWARE 's sole discretion, to use its reasonable efforts to correct such errors in a manner consistent with HISOFTWARE 's regular business practices. Repaired, corrected, or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date of shipment to customer of the repaired or replaced Software, HISOFTWARE will use reasonable commercial efforts to correct such errors within 30 days of being so notified. In no event shall HISOFTWARE be liable under any contract, torts, negligence, strict liability or other legal theory for (a) damages in excess of the purchase price or (b) any special, consequential, incidental or indirect damages (including without limitation loss of profit, loss of savings, loss of or damage to data, loss of goodwill, computer failure or malfunction or any and all other commercial damages or losses) whether or not, HISOFTWARE has been advised of the possibility of such loss and however caused. This exclusion includes any liability that may arise out of third-party claims against Customer. In no event will HISOFTWARE be liable for costs of procurement of substitute goods by Customer. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

In addition, HISOFTWARE shall not be liable to Customer for any incidental, consequential, indirect or special damages arising or resulting from any delay, omission or error in the electronic transmission or receipt of any order or contract pursuant to this agreement. Without limiting the obligations of Customer under this agreement, HISOFTWARE shall not be liable for any failure to perform its obligations where such failure results from any cause beyond HISOFTWARE's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference) that prevents such party from transmitting or receiving orders or contracts.